

Purchasing Department General Proposal Conditions

THE UNIVERSITY OF TENNESSEE GENERAL PROPOSAL CONDITIONS

COMMITMENT TO DIVERSITY: The University of Tennessee, consistent with state and federal law, seeks to optimize business opportunities for small and minority-owned businesses. The university will seek to do business with firms and organizations that demonstrate and embrace diversity within their programs and policies. Through these efforts The University of Tennessee will actively pursue its goal of building a more reflective marketplace for the community within the State of Tennessee.

1. **PREPARATION OF PROPOSALS:**

- a. Failure to examine any drawings, specifications, and instructions will be at the proposer's risk.
- b. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing the proposal.
- c. Price each item separately. Unit prices shall be shown. Discounts other than "TIME" discount offered should be deducted from the unit price. Proposal prices should be Net. *(return to top)*

2. **DISCREPANCIES:** Should any proposer find discrepancies in or, omissions from, the specifications, or be in doubt as to their meaning, the proposer shall notify the Purchasing Department at once and obtain a clarification prior to submitting a proposal. Interpretations which change the terms, conditions or specifications will be made in the form of an addendum to this Request for Proposals (RFP). If issued, the addendum will be sent promptly to all parties to whom the request for proposals has been issued. *(return to top)*

3. **ACCEPTANCE AND REJECTION:** The university reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the proposer, to accept any item in the proposal. If a rebid is required, the university will have no obligation to provide notification to bidders other than through issuance of the rebid itself. *(return to top)*

4. **TIME OF ACCEPTANCE:** If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that the university shall have sixty (60) days beyond the proposal opening date to accept. *(return to top)*

5. **NO PROPOSAL:** If not submitting a proposal, respond by returning the RFP form marked "NO PROPOSAL" and complete the last page of the form. Repeated failure to quote without sufficient justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour. ([*return to top*](#))
6. **ERRORS IN PROPOSALS:** In case of errors in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn after specified time for opening proposals. Negligence on the part of the proposer in preparing the proposal confers no right for either the withdrawal or change of the proposal after it has been opened. ([*return to top*](#))
7. **SIGNATURE ON PROPOSAL:** Each proposal must give the full name and business address of the proposer. The title of the person signing the proposal should be shown, and, if requested by the Purchasing Department, that person must furnish satisfactory proof of authority to bind the company in contract. Proposals must be written with typewriter, ink, or indelible pencil; otherwise, they may not be considered. A representative or distributor submitting a proposal in the name of a principal should give the name of the firm to which an order should be issued in the event of an award. ([*return to top*](#))
8. **QUALIFYING STATEMENTS AND LATE PROPOSALS:** No qualifying letters or statements will be considered. Late proposals will be rejected. ([*return to top*](#))
9. **DISCOUNTS:** Please quote any applicable educational discounts afforded to a state university. Discount for prompt payment periods of less than thirty (30) days will not be considered in the award process. Discounts offered for prompt payment will be taken if earned. Time will be computed either from the date of delivery at destination or from the date a correct invoice is received, whichever is later. Discounts shall apply to the total amount unless freight charges are itemized separately. ([*return to top*](#))
10. **SUBMITTING PROPOSALS:** It is the proposer's responsibility to assure that its proposal is delivered at the proper time and place as indicated on the RFP form. Proposals which for any reason are not so delivered will be rejected. Proposers are to submit all applicable and required documents with their proposal. Any additional or supplemental documents which are proposed by the proposer, other than the proposal form and including but not limited to a proposed contract or terms and conditions requiring a signature from a University official, must accompany your proposal in order to be considered. A proposer will not be allowed to submit additional or supplemental documents after the close of the proposal process because such documents would be a prohibited proposal modification. Notwithstanding anything herein to the contrary, the University has the sole discretion to accept or reject any additional or supplemental documents submitted by a proposer. ([*return to top*](#))

11. **DELIVERY:** The number of calendar days in which delivery will be made after receipt of order shall be stated in the space provided on the RFP Form. *(return to top)*
12. **EXPEDITED DELIVERY:** It is the proposer's responsibility to expedite delivery and to pay for any additional charges of special handling to prevent shipments from being late. *(return to top)*
13. **BACK ORDERS:** If it is necessary to back order any items, the proposer should notify the consignee and advise the expected shipping or delivery date. If this date is not acceptable, the university may seek remedies for default. *(return to top)*
14. **SPECIFICATIONS/BRAND NAMES:** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the proposer. Any reference to brand names and numbers in the RFP is descriptive, but not restrictive, unless otherwise specified. Proposals on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the proposer specified otherwise, it is understood that the proposer is offering a referenced brand item as specified in the RFP. The university reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the university may require a proposer offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful proposer is not considered to be an equal by the requisitioner, it will be returned to the proposer, at the proposer's expense. *(return to top)*
15. **SAMPLES:** Samples of items, when requested, must be furnished free of charge and if not destroyed will, upon request, be returned at the proposer's expense. Request for the return of samples must be made within ten (10) days following opening of proposals. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, RFP number and item reference. The university reserves the right to keep the sample of the low proposer. DO NOT submit samples unless you are specifically requested to do so. *(return to top)*
16. **DEMONSTRATION(S) OF PRODUCTS:** The university reserves the right to require either an "in-house/on-site" demonstration of the product offered or an equivalent demonstration at a site mutually acceptable to the proposing parties to assure product performance and equivalence to university specifications. *(return to top)*
17. **INFORMATION AND DESCRIPTIVE LITERATURE:** Proposers must furnish all information requested in the spaces provided on the RFP form. Further, as may be applicable, each proposer must submit for proposal evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous proposal or on file with the buyer will not satisfy provision. *(return to top)*

18. **REFERENCES:** To assist in determining the acceptability and operational quality of an alternate product, the university reserves the right to request a list of current users from the vendor offering the alternate product. If requested, the references provided must be on the exact model offered in the bid and must be provided promptly. Failure to provide the necessary references upon request, or unsatisfactory references, may be considered sufficient grounds for rejecting the alternate product. *(return to top)*
19. **FOB POINT:** All prices quoted are to be FOB delivered to the University of Tennessee location printed on the RFP form (unless another FOB point is stated by the university). The successful proposer must assume all responsibility for damage in transit. Freight charges, if not included in the quoted price, must be itemized on the proposal and prepaid and added to the invoice. *(return to top)*
20. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be directed to the Purchasing Department in writing no later than five (5) days prior to the proposal opening. Inquiries must reference the date of proposal opening and RFP number. *(return to top)*
21. **CONFLICT OF INTEREST:** All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Tennessee, or any of its agencies (which includes the University of Tennessee). Further, all proposers must disclose the name of any state or university employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. Submission of proposals by state or university employees is prohibited. *(return to top)*
22. **TAXES:** The University of Tennessee is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. proposers are responsible for the payment of taxes on tangible personal property which they use in the completion of their proposals, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done. Applicable taxes are to be itemized on invoices submitted for payment. PROPOSERS ARE RESPONSIBLE FOR DETERMINING THE APPLICABILITY OF TAXES.*(return to top)*
23. **SAFETY STANDARDS:** Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and meet all applicable safety standards. *(return to top)*
24. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the RFP, all biomedical or medical related products shall carry U.L. approval and reexamination listing where such has been established. *(return to top)*

25. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the university shall be final and binding on both parties. ([*return to top*](#))
26. **COMPETITION:** The University of Tennessee is exempt from the provisions of the Robinson-Patman Act when it makes purchases for its own use. ([*return to top*](#))
27. **COMPARISON OF PROPOSALS:** In comparing the proposals and making awards, the university may consider such factors as relative quality and adaptability of equipment, supplies or services, the proposer's financial responsibility, skill, experience, record of integrity, ability to furnish repairs and maintenance service, the time of delivery or performance offered, and any other element or factor in addition to that of the proposal price which would affect the final cost to the university and whether the proposer has complied with specifications. ([*return to top*](#))
28. **SEPARATE AWARDS:** Where an RFP provides for award by item or groups of items, separate awards will not be made unless the Purchasing Department determines, in its discretion, that there are sufficient savings to justify separate and split awards. ([*return to top*](#))
29. **AWARDS:** Proposals and/or purchases will be made or entered into with a qualified and responsible proposer whose articles and/or services conform (considering quality and purpose or use) to the specifications, who can guarantee the delivery date specified in the invitation to proposers, who demonstrates apparent ability to perform the proposed proposal, and whose proposal constitutes the lowest net cost to the university. Unless the proposer specifies otherwise in his proposal, the university may accept any item or group of items of any kind. The university reserves the right to modify or cancel in whole or in part in its RFP.

Before the contract resulting from this solicitation is signed, or the purchase order issued, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use taxes. The University shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of contract or purchase order pursuant to this solicitation. ([*return to top*](#))

30. **AWARD INFORMATION:** At the assigned date, sealed proposals are publicly opened and recorded. The file becomes public record after the proposal has been thoroughly evaluated and the award determined. The file may be reviewed at the Purchasing Department. A copy of the proposal tabulation and result of any University of Tennessee proposal will be furnished upon request and upon payment of costs for file retrieval, copying and postage. ([*return to top*](#))
31. **SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty services and replacements that will be provided. Proposers shall explain on an attached sheet to what extent warranty and service facilities are provided.

Any attempt to change, add modify or delete any warranty provision after the proposal has been accepted, including by use of package labeling or inserts, will not be binding on the university unless it has been agreed to in writing. ([return to top](#))

32. **DELIVERY TIME:** Time is of the essence. In the event delivery is not received within the time specified by the order, and the university has not otherwise extended the time for delivery in writing, the proposal/proposer may be held in default. ([return to top](#))
33. **MISDIRECTED SHIPMENTS:** Any costs incurred as a result of shipments being routed to a point other than the one specified on the purchase order shall be at shipper's expense. ([return to top](#))
34. **LOSS OR DAMAGE IN TRANSIT:** When shipping FOB university, delivery by a proposer to a common carrier does not constitute delivery to the university of Tennessee. Any claim for loss of damage incurred during delivery shall be between the proposer and the carrier. Title to the materials and supplies purchased hereunder shall pass directly from the proposer to the university at the FOB point shown, subject to the right of the university to reject upon inspection. The receiving department shall note all damages on the freight bill. The proposer shall make immediate replacement of the damaged merchandise or be subject to damages for breach of proposal. If damage is to a small portion of a total shipment and the university will not be inconvenienced because of the shortage, the proposer may be permitted by the Purchasing Department to deduct the amount of damage or loss from his invoice, in lieu of replacement. ([return to top](#))
35. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model) at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. ([return to top](#))
36. **PACKING LIST:** A detailed packing list showing the purchase order number must accompany all shipments. ([return to top](#))
37. **INSPECTION:** All supplies purchased hereunder are subject to inspection and rejection upon receipt by the university, and rejected supplies may be returned at the proposer's expense. Transportation charges paid by the university in returning rejected supplies shall be reimbursed by the vendor. The university's count shall be final and conclusive on all shipments not accompanied by a packing slip. In addition to its right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, the university may notify the proposer of such damages or deficiencies, and if not repaired or corrected by the proposer within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by the university and proposer, the university shall have the right to correct

any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the cost of such correction shall be deducted from monies due the proposer under this order. *(return to top)*

38. **VARIATION IN QUANTITIES:** Unless otherwise specified, any variation in the quantities herein called for, not exceeding 5 percent, will be accepted as compliance with the order when caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and payments shall be adjusted accordingly. *(return to top)*
39. **IDENTIFICATION OF ORDER:** The purchase order number must appear on all invoices, correspondence, containers, shipping papers, and packing lists. *(return to top)*
40. **CORRESPONDENCE:** All correspondence pertaining to any subsequent order must be addressed as follows: The University of Tennessee Purchasing Department location indicated on the RFP form. *(return to top)*
41. **INVOICING AND PAYMENT:** Payment to the proposers will be processed upon submission of properly certified invoices to the ordering agency at the prices stipulated in the proposal at time order is placed after delivery and acceptance, less deductions if any, as provided. All invoices shall bear the proposal number and include an itemized listing of the goods and/or services provided, category subtotal(s) and total cost. Invoices at variance with this provision will not be paid by the university until corrected. *(return to top)*
42. **BILLING INSTRUCTIONS:**
 - a. Invoice within five (5) days after shipment of material. (Additional copies of the invoice may be requested on occasion. If more copies are requested, this will be specifically stated on the face of the order.
 - b. MAIL YOUR INVOICE(S) TO THE "BILL TO" ADDRESS SHOWN ON THE ORDER. (Occasionally a different mailing address may be requested. If a different mailing address for the invoice(s) is requested, this will be stated on the face of the order.)
 - c. Delivery tickets and invoices must show the Purchase Order number and must show car number when carload shipment is made.
 - d. Render separate invoices, unless otherwise requested, for EACH and EVERY shipment and render invoices for returnable containers, stating terms and conditions for return thereof. *(return to top)*
43. **ASSIGNMENT:** Any Purchase Order issued pursuant to this RFP and the monies which may become due hereunder are not assignable except with the prior written approval of the authorized representative of the university. *(return to top)*
44. **CHANGES:** The university may at any time by written instructions make changes, within the general scope of any subsequent order, in any one or more of the following: 1) Quantity or

specifications; 2) Method of shipment or packing; and 3) Place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of the order, an equitable adjustment shall be made in the order price or delivery schedule, or both, and the order, shall be modified in writing accordingly. Any claim by the proposer for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the proposer of the notification of the change; provided, however, that the university, if it decides that the facts justify such action, may receive and act upon any claim asserted at any time prior to final payment t under the order.

Except as otherwise provided, no attempt by either party to waive, change, delete, add or otherwise alter any term or condition of the order shall be effective unless and until it is agreed to in writing by both parties. *(return to top)*

45. **CONTROLLING DOCUMENTS:** Compliance with the university's purchase order will be subject to all terms and conditions which comprise the university's General and Special Proposal Conditions, if any, unless an exception is taken by the proposer to which the university has concurred in writing. *(return to top)*
46. **DEFAULT OF PROPOSER:** In case of default of the proposer, the university reserves the right to procure the articles or services from other sources and hold the proposer responsible for any excess costs incurred in remedying such default, including a reasonable attorney's fee. *(return to top)*
47. **CANCELLATION OF ORDER:** The university reserves the right to cancel the order or any part hereof without penalty, if the proposer fails to comply with the terms and conditions of this transaction, or fails to make shipment within the time agreed upon, except for causes beyond the proposer's control. *(return to top)*
48. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the successful proposer to notify the Purchasing Department at once, indicating in his letter the specific regulation which required an alteration. The university reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the order at no expense to the university. *(return to top)*

49. **LEGAL REQUIREMENTS:** The successful proposer shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility for their proposal. *(return to top)*
50. **LIABILITY:** The proposer shall hold and save the university, its officers, agents, and employees harmless from any claims, damages and actions of any nature arising from the use of any materials, goods or services furnished by the supplier, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the supplier in descriptive literature or specification submitted with the supplier's proposal. *(return to top)*
51. **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the university and its employees for liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the proposal, including its use by the university. If the proposer uses any design, device, or materials, covered by letters patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. *(return to top)*
52. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising. *(return to top)*
53. **INDICIA LICENSING:** All products bearing a University of Tennessee indicia must be fully licensed by the University of Tennessee Office of Trademark Licensing. *(return to top)*
54. **PROPOSER INDEMNIFICATION:** The university will not enter into any proposal which contains a clause requiring the university to indemnify or hold harmless any party. Any liability will be limited to the terms and limits of the Tennessee Claims Commission Act. *(return to top)*
55. **LIMITATION OF REMEDIES:** The university will not enter into any proposal which contains a clause limiting its remedies against any party. Any exception will be only to the extent permitted by Tennessee law. *(return to top)*
56. **APPLICABILITY OF PROVISIONS:** Notwithstanding anything in these conditions or other applicable conditions to the contrary, any provision(s) will not apply to the extent it is (they are) finally determined by a court of competent jurisdiction, including appellate review if

pursued, to violate the laws or constitution of the State of Tennessee. Such determination shall not affect the validity of the remainder of the proposal. [*\(return to top\)*](#)

57. **EQUAL EMPLOYMENT OPPORTUNITY:** When awarded, this proposal is subject to provisions of Title 7 of the Civil Rights Act of 1964 and parts II, III, and IV of the Executive Order 11246, dated September 4, 1965. In connection with the execution of the proposal, the proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The proposer shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. [*\(return to top\)*](#)

58. **AFFIRMATIVE ACTION CLAUSE CONCERNING EMPLOYMENT FOR THE DISABLED:** By accepting this order (if it exceeds \$2500) the proposer agrees that he/she will not discriminate against any employee or applicant for employment because of disabilities with regard to any position for which the employee or applicant is qualified. The proposer agrees that he/she will take affirmative action to employ and advance in employment qualified individuals with disabilities. Rehab. Act., 29 U.S.C. Section 793 and the American with Disabilities Act (ADA), 42 U.S.C. Sections 1201 et seq. [*\(return to top\)*](#)

59. **UNIVERSITY OF TENNESSEE/AFFIRMATIVE ACTION STATEMENT:** The University of Tennessee is a EEO/AA/Title VI/ Title IX/Section 504/ADA employer. The university does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in the provision of educational programs and services or employment opportunities and benefits, pursuant to applicable federal and state laws.

UT conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. All applicable affirmative action clauses and supporting regulations are incorporated herein. [*\(return to top\)*](#)

60. **THE FOLLOWING SECTIONS OF THE TENNESSEE CODE ANNOTATED APPLY TO THIS INVITATION:**Section 12-3-106: Acceptance of gifts from proposers prohibited. No officer or employee of the Department of General Services nor any member of the Board of Standards, nor any head of any state department, institution or agency charged with responsibility or initiating requisitions, shall accept or receive, directly or indirectly, from any person or firm or

corporation to whom any proposal for the purchase of materials, supplies, or equipment for the State of Tennessee may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or proposal for future rewards or compensation.

Section 12-4-101: Personal interest of officers prohibited. It shall not be lawful for any officer, committeeman, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend, any work or any proposal in which any municipal corporation, county, or the state, shall or may be interested, to be directly interested in any such proposal.

It shall not be lawful for any officer, committeeman, director, or other person whose duty is to vote for, let out, overlook, or in any manner superintend any work or any proposal in which any municipal corporation, county, state, development districts, utility districts, human resource agencies, and other political subdivisions created by statute shall or may be interested, to be indirectly interested in any such proposal unless the officer publicly acknowledges his interest.

Section 12-4-103: Submission of Proposals by state employees prohibited. It is hereby declared unlawful for any state official or employee to submit a proposal on, or sell, or offer for sale, any merchandise, equipment or material, or similar commodity to the State of Tennessee during the tenure of his office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state. ([return to top](#))

61. **RECORDKEEPING:** The proposer shall maintain documentation for all charges against the university under the proposal. The books, records and documents of the proposer, insofar as they relate to work performed or money received under the proposal, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the university or the Comptroller of the Treasury for the State of Tennessee, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles. ([return to top](#))
62. **GOVERNING LAW:** The proposal with the university will be governed by and construed in accordance with the laws of the State of Tennessee. ([return to top](#))
63. **PROTEST PROCEDURE:** Any bidder wishing to protest a Purchasing decision must initially do so in writing to the Purchasing Department within seven(7) calendar days after the basis for the protest becomes, or should have become, known. In the case of a pending award, a stay of the award may also be requested. Copies of the university's policies and procedures regarding

the resolution of vendor protests may be obtained by contacting the Purchasing Department or by visiting http://policy.tennessee.edu/fiscal_policy/FI0410/#8*(return to top)*

64. **NOTIFICATION OF AWARD:** It is the proposer's responsibility to make inquiry to the purchasing department to determine award status of the RFP. If specific delivery dates are requested in the RFP, the award will routinely be made to accommodate this date. No other notification may be provided. *(return to top)*
65. **PARKING PERMITS:** Vendors must conform to all parking regulations while on the University of Tennessee campus. Parking permits are available by contacting the Parking Services office on the appropriate campus.*(return to top)*
66. **GRAY MARKET PRODUCTS:** The university does not accept proposals on gray market products. Proposals submitted on equipment or supplies from proposers not authorized by the manufacturer to either sell, service, or warrant such equipment in the continental United States is not acceptable. Evidence to substantiate the dealer's relationship with the manufacturer may be required. *(return to top)*

TERM CONTRACTS ONLY

67. **PRICE DECREASE:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor tendering price reductions to other customers shall be passed on to the university. *(return to top)*
68. **CANCELLATION:** Notwithstanding any other cancellation provision, this contract may be cancelled in whole or in part by the university by giving thirty (30) days prior notice in writing to the other party. *(return to top)*
69. **EXTENSION:** The university reserves the right to extend the period of this contract, or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing.*(return to top)*
70. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal quantity requirements arise, the university reserves the right to call for separate proposals thereon. *(return to top)*
71. **SUMMARY OF TOTAL SALES:** The proposer agrees to furnish the university a summary of sales made under the contract as stipulated in the special proposal conditions. If this requirement cannot be met, written justification must be submitted with this proposal. *(return to top)*
72. **CONTRACT PRICING:** In situations where the university has negotiated a valid contract or is a member of an organization which has a valid contract for its members to purchase items at a

favorable rate, such contracts may be considered proposals if in the university's best interest. ([return to top](#))

73. **CANCELLATION OF CONTRACT:** The university is required by state law to purchase its requirements from state contractors if their prices are less than those prices obtained by the University of Tennessee. If during the term of this contract, a state contract is available which has lower prices, the university reserves the right to cancel all or part of this contract. ([return to top](#))
74. **VENDOR ADHERENCE TO CONTRACT:** Purchases should be accepted or charged against the contract for items or pricing not covered in the contract. Failure to adhere to this requirement may be deemed grounds for cancellation of the contract. ([return to top](#))
75. **NON-EXCLUSIVITY OF CONTRACT:** The university will promote the use of any established contract; however, the university does not guarantee that all purchases for the products and/or services available under any ccontract will be made exclusively from the contract vendor. ([return to top](#))